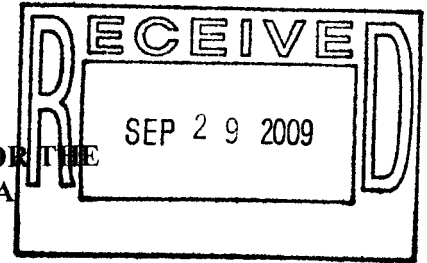


IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Plaintiff

v.

VERIZON PENNSYLVANIA, INC. - 1009

Defendant

MICHAEL E. L. GINZ, Clerk
By _____ **Dep. Clerk**

CIVIL ACTION NO. 08-cv-04168

(JRS)

SETTLEMENT AGREEMENT

A. This action was instituted by the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") on or about August 28, 2008 against Verizon Pennsylvania Inc. ("Verizon Pennsylvania") under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 ("Title VII"). The EEOC alleged that Verizon Pennsylvania terminated Theresa Allen in retaliation for complaining about sexual harassment, which Verizon denies. The parties have agreed to fully and finally settle and dispose of all claims that have been raised in this action to avoid the continuing burden, expense, inconvenience and distraction of protracted litigation.

B. This Settlement Agreement ("the Agreement") is entered into by the EEOC and Verizon Pennsylvania. The Agreement shall be final and binding between the EEOC and Verizon Pennsylvania. The Commission and Verizon Pennsylvania do hereby agree to the entry of the Agreement which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 08-CV-4168. The Agreement shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as a violation of Title VII by Verizon Pennsylvania.

NOW, THEREFORE, after consultation with their respective attorneys and intending to be legally bound hereby, the parties agree as follows:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Verizon Pennsylvania denies that it retaliated against Theresa Allen for complaining about sexual harassment and in no way admits that it treated Theresa Allen unlawfully or wrongfully.
3. Verizon Pennsylvania will not discriminate based on retaliation in violation of Title VII, or engage in any employment practice which denies persons equal employment opportunities based on retaliation in violation of Title VII. Verizon Pennsylvania will not retaliate in any manner against any person because of that person's opposition to any practice alleged or believed in good faith to be unlawful under Title VII or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.
4. Nothing in the Agreement, either by inclusion or exclusion, shall be construed to limit the obligations of Verizon Pennsylvania under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Verizon Pennsylvania in the future.
5. Verizon Pennsylvania shall not divulge, directly or indirectly, except as required by law, to any employer or potential employer of Theresa Allen, any of the facts or circumstances related to the charge of discrimination against Verizon Pennsylvania, or any of the events relating to their participation in the litigation of this matter. Verizon Pennsylvania will provide a neutral employment reference in response to a request to an employment inquiry, consisting of only Ms. Allen's job title, dates of employment, and salary.

MONETARY RELIEF

6. Within twenty (20) business days after the latest of the filing by the parties of a fully executed Agreement between the EEOC and Verizon and the entry of an order dismissing with prejudice Civil Action No. 08-4168 (E.D. Pa.), Verizon Pennsylvania agrees to pay monetary compensation in the total amount of \$300,000 to Theresa Allen, in two equal checks (one subject to withholding; one subject to a Form 1099), which is inclusive of all alleged damages (monetary, non-monetary, and punitive), attorneys' fees, and costs, in full settlement of the claims against Verizon Pennsylvania which were raised in the Commission's Complaint. The two checks will be mailed to Theresa Allen at: 41 Chapel Hill Road, Media, PA 19063, by certified mail, return receipt requested. Verizon Pennsylvania will mail a photocopy of the checks to the EEOC, to the attention of Rachel M. Smith, Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to Ms. Allen.

POSTING OF NOTICE

7. Within twenty (20) business days after filing of the Agreement, or as soon as practicable, Verizon Pennsylvania's Bryn Mawr facility shall post same-sized copies of the Notice attached as Exhibit 1 to this Agreement on all bulletin boards usually used by Verizon Pennsylvania for communicating with employees at its Bryn Mawr facility. The notice shall remain posted for two (2) years from the date of entry of this Agreement. Counsel for Verizon Pennsylvania shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Philadelphia District Office, attention, Rachel Smith, Trial Attorney, within ten (10) business days of the posting.

NON-RETALIATION POLICIES AND COMPLAINT PROCEDURES

8. Verizon Pennsylvania's Bryn Mawr facility's policy or policies against retaliation and complaint procedures shall be drafted in plain and simple language. Verizon Pennsylvania shall ensure that its policy or policies against retaliation and related complaint procedures at its Bryn Mawr facility comply with the Verizon Code of Conduct.

9. At its Bryn Mawr facility, Verizon Pennsylvania shall distribute to all of its employees and newly-hired employees its Code of Conduct within 90 days after filing of the Agreement.

10. Within 90 days after filing of the Agreement, counsel for Verizon Pennsylvania shall advise Rachel M. Smith, Trial Attorney, EEOC's Philadelphia District Office, that its Code of Conduct has been distributed to current employees at its Bryn Mawr facility and that new employees at the Bryn Mawr facility will receive the Code of Conduct. Verizon Pennsylvania will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

SUPERVISOR ACCOUNTABILITY

11. Verizon Pennsylvania's Bryn Mawr facility shall promote supervisor accountability by training its managerial employees at the Bryn Mawr facility regarding the requirements of Title VII. Verizon Pennsylvania's Bryn Mawr facility will comply with Verizon's Code of Conduct.

TRAINING

12. Verizon Pennsylvania agrees to provide two training sessions within the year following the filing of the Agreement to all of its managers and supervisors at its Bryn Mawr location regarding the requirements of Title VII, including the relevant provisions of the Verizon Code of Conduct.

MISCELLANEOUS PROVISIONS

13. Each party to this Agreement shall bear its own expenses, costs and attorneys' fees.
14. The terms of this Agreement are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Verizon Pennsylvania in their capacities as representatives, agents, directors and officers of Verizon Pennsylvania, and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Agreement.
15. The EEOC shall not file or process any other actions against Verizon or any subsidiary or affiliate of Verizon arising out of or related to the matters alleged by the EEOC in the Complaint at Civil Action No. 08-CV-04168. The Agreement shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 08-CV-04168.
16. Any application by any party to modify or vacate the Agreement during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.
17. The parties agree that the language of all parts of the Agreement shall in all cases be construed as a whole, according to the fair meaning, and not strictly for or against any party.
18. The Agreement may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by each of the parties hereto. The terms and conditions of the Agreement constitute the full and complete understandings, agreements and arrangements of the parties and there are no agreements, covenants, promises, or arrangements between the EEOC and Verizon Pennsylvania other than those set forth herein.

19. The term of the Agreement shall be for a period of two (2) years from the date of filing of the Agreement. The parties agree that this Court shall retain jurisdiction over this case in order to enforce the terms of the Agreement.

20. If any of the provisions of the Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions and portions of the Agreement shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

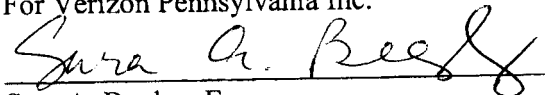
21. The Clerk of the District Court is hereby directed to send a file-stamped copy of the Agreement to counsel of record.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed the Agreement:

For Plaintiff EEOC:

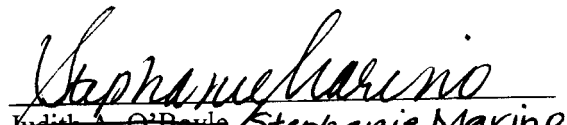
James L. Lee
Deputy General Counsel

For Verizon Pennsylvania Inc.



Sara A. Begley, Esq.
Reed Smith, LLP
2500 Liberty Place
1650 Market Street
Philadelphia, PA 19103-7301

Gwendolyn Young Reams Associate General
Counsel Washington, D.C. EQUAL
EMPLOYMENT OPPORTUNITY
COMMISSION


Debra M. Lawrence Acting Regional Attorney
~~Judith A. O'Boyle~~ Stephanie Marino
Acting Supervisory Trial Attorney



Rachel M. Smith

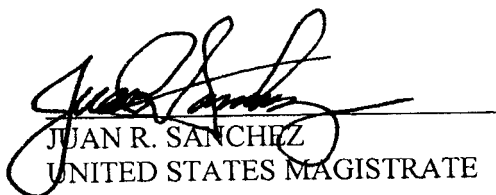
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Philadelphia District Office
801 Market Street, Suite 1300
Philadelphia, PA 19107

IT IS ORDERED:

BY THE COURT:



JUAN R. SANCHEZ
UNITED STATES MAGISTRATE

DATE: 10/1/09

EXHIBIT 1

NOTICE

This Notice is being posted pursuant to an Agreement entered in Federal Court in EEOC v. Verizon Pennsylvania, Inc. Civil Action Number 08-cv-4168 (E.D. Pa.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Verizon Pennsylvania Inc.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et seq., as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as opposing employment practices believed to be discriminatory, filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is a federal agency which investigates charges of unlawful employment discrimination. The EEOC has authority to bring lawsuits in Federal Court to enforce Title VII.

In its lawsuit, the EEOC alleged that Verizon Pennsylvania Inc. discriminated against an employee when it terminated her after she engaged in protected activity in violation of Title VII. Verizon Pennsylvania Inc. denied and continues to deny these allegations and does not admit any liability.

To resolve the case and in order to avoid the costs and burdens associated with litigation, Verizon Pennsylvania Inc. and the EEOC have entered into a Settlement Agreement which provided, among other things, that Verizon Pennsylvania Inc. acknowledges its statutory obligations to not to retaliate against any person because she or he opposed any practice made unlawful by Title VII, filed a charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Settlement Agreement, and Verizon Pennsylvania Inc. will train managerial employees at the Bryn Mawr, Pennsylvania site regarding retaliation under Title VII, including the relevant provisions Verizon Code of Conduct.

If you have any questions about discrimination in the workplace, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107.

By: _____
For: Equal Employment Opportunity
Commission

By: Margaret Buban
For: Verizon Pennsylvania Inc.